

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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CH Acquisitions 2, LLC

Plaintiff,

-against-

AQUILA Aviation L.P. & Wells Fargo Bank
Northwest, N.A.,

Defendants.
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16 **CIVIL** 2030 (RJS)
JUDGMENT

It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum and Order dated March 30, 2018, the Court concludes that: (1) CH has failed to prove its breach of contract claim by a preponderance of the evidence; (2) Aquila has proven its breach of contract claim by a preponderance of the evidence; (3) Aquila is entitled to a judgment in the amount of \$3,725,000, including the \$1,500,000 deposit - \$1,499,000 of which is being held by the Court in the Court Registry Investment System (Doc. No. 26), and \$1,000 of which is already in Aquila's possession (Doc. No. 25); and (4) Aquila is entitled to its reasonable attorneys' fees. Costs, and expenses incurred in defending this action. Aquila is furthermore entitled to prejudgment interest at the annual rate of 9%, dating from the delivery date of March 18, 2016, on the actual damages collectible from CH of \$687,032.88. Aquila shall file its request for attorneys' fees, costs, and expenses no later than April 23, 2018, and CH shall respond by May 14, 2018. Accordingly, the case is closed.

Dated: New York, New York
March 30, 2018

RUBY J. KRAJICK

Clerk of Court

BY:

Deputy Clerk

**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON** 4/5/2018